No. [redacted] 27

IN THE

Supreme Court of the United States

OCTOBER TERM, 1968

UNITED STATES OF AMERICA, *Appellant*,

v.

CONTAINER CORPORATION OF AMERICA, *et al.*

ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

MOTION TO AFFIRM

WHITNEY NORTH SEYMOUR
WILLIAM J. MANNING
120 Broadway
New York, New York 10005
Attorneys for Container Corporation of America

JOSEPH C. CARTER, JR.
700 East Main Street
Richmond, Virginia 23212
Attorney for Albermarle Paper Manufacturing Company and Miller Container Corporation

W. P. SANDRIDGE
W. F. WOMBLE
Drawer No. 84
Winston-Salem, North Carolina 27102
Attorneys for Carolina Container Company

HELMER R. JOHNSON
CHARLES E. LEWIS
1 Chase Manhattan Plaza
New York, New York 10005
Attorneys for Continental Can Company, Inc.

SIMPSON THACHER & BARTLETT
Of Counsel

HUNTON, WILLIAMS, GAY, POWELL & GIBSON
Of Counsel

WOMBLE, CARLYLE, SANDRIDGE & RICE
Of Counsel

WILLKIE FARR & GALLAGHER
Of Counsel

April 4, 1968

(Counsel continued on inside cover)

	HOWARD T. MILMAN ROBERT D. KRUMME 48 Wall Street New York, New York 10005 *Attorneys for Crown Zellerbach Corporation*
SULLIVAN & CROMWELL *Of Counsel*	
	DAVID J. MAYS JOHN W. EDMONDS III 1200 Ross Building Richmond, Virginia 23219 *Attorneys for Dixie Container Corporation and Dixie Container Corporation of North Carolina*
MAYS, VALENTINE, DAVENPORT & MOORE *Of Counsel*	
	ALAN W. BOYD LOUIS A. HIGHMARK 1313 Merchants Bank Building Indianapolis, Indiana 46204 *Attorneys for Inland Container Corporation*
BARNES, HICKAM, PANTZER & BOYD *Of Counsel*	
	LAWRENCE E. WALSH HENRY L. KING 1 Chase Manhattan Plaza New York, New York 10005 *Attorneys for International Paper Company*
DAVIS POLK & WARDWELL *Of Counsel*	
	FORD W. EKEY JON M. SEBALY Talbott Tower Dayton, Ohio 45402 *Attorneys for The Mead Corporation*
SMITH & SCHNACKE *Of Counsel*	
	FRED E. FULLER JAMES A. SPRUNK 405 Madison Avenue Toledo, Ohio 43604 *Attorneys for Owens-Illinois Glass Company*
FULLER, SENEY, HENRY & HODGE *Of Counsel*	
	RICHARD A. WHITING ROBERT M. GOOLRICK 1250 Connecticut Avenue Washington, D. C. 20036 *Attorneys for St. Joe Paper Company*
STEPTOE & JOHNSON *Of Counsel*	
	HORACE R. LAMB H. RICHARD WACHTEL 1 Chase Manhattan Plaza New York, New York 10005 *Attorneys for St. Regis Paper Company*
LEBOEUF, LAMB, LEIBY & MACRAE *Of Counsel*	
	JAMES H. EPPS, JR. JAMES A. WELLER 2101 North Roan Street Johnson City, Tennessee 37601 *Attorneys for Tri-State Container Corporation*
EPPS, POWELL, WELLER, TAYLOR AND MILLER *Of Counsel*	
	JAMES R. WITHROW, JR. 2 Wall Street New York, New York 10005 *Attorney for Union Bag-Camp Paper Company*
DONOVAN LEISURE NEWTON & IRVINE *Of Counsel*	
	E. NOBLES LOWE 299 Park Avenue New York, New York 10017 *Attorney for West Virginia Pulp and Paper Company*
	FRED B. HELMS 800 North Carolina National Bank Building Charlotte, North Carolina 28202 *Attorney for Weyerhaeuser Company*
HELMS, MULLISS, MCMILLAN & JOHNSTON *Of Counsel*	

INDEX

CITATIONS

IN THE

Supreme Court of the United States

October Term, 1967

No. 1064

UNITED STATES OF AMERICA,

Appellant,

v.

CONTAINER CORPORATION OF AMERICA, *et al.*

MOTION TO AFFIRM

Pursuant to Rule 16, Paragraph 1(c), of the Rules of this Court, appellees move that the judgment of the district court be affirmed on the ground that the case does not present any substantial question of law or fact for determination here. The case concerns only the trial court's application of well known principles from this Court's decisions to the particular undisputed facts of this industry.

Statement

This is a direct appeal from the final judgment of the district court, after trial, dismissing the complaint of appellant the United States under Section 1 of the Sherman Act. The district court (Edwin M. Stanley, Chief Judge) found that the government had failed to prove any agreement or conspiracy to restrict price competition. It further found that the conduct of the defendants did not have the effect of eliminating, reducing, minimizing or restricting price competition.

The Complaint

The government's complaint, against 18 of the 51 manufacturers of corrugated containers in the Southeastern United States, charges a combination and conspiracy "to exchange among themselves information respecting prices that they have charged, contracted to charge, or quoted, specific customers, for the purpose and with the effect of restricting price competition", in violation of Section 1 of the Sherman Act (Complaint, para. 11).

The Proceedings Below

Substantially all of the facts were stipulated before trial. This was feasible because the government had previously conducted a very extensive Grand Jury investigation (from which no indictment resulted), and had taken pretrial depositions of 34 employees of the various defendants. Thereafter, stipulations of fact were worked out over a period of many months, under pretrial supervision of the court pursuant to modern pretrial rules, and only after the government had ample opportunity to verify each of the facts. Not only are the findings of fact below based on these stipulations and other uncontroverted evidence but almost all of the findings had been agreed to by the parties after many conferences. (See "Defendants' Proposed Findings of Fact and Restatement of Certain Findings of Fact Proposed by the Plaintiff," dated May 2, 1966,[1] which reveals the ex-

[1] Hereinafter "D.P.F.". In addition:
"J.S." refers to appellant's Jurisdictional Statement and Appendix.
"F." refers to the district court's numbered findings of fact.
"CX" refers to exhibits admitted by agreement as court's exhibits.
"Tr." refers to the transcript of proceedings in the district court.
"PX" refers to government's exhibits and "DX" refers to defendants' exhibits.

tent to which the parties agreed to the findings proposed and subsequently entered).

The Facts

The conduct upon which the complaint is based is simply this: For longer than anyone can remember, members of this industry have, on occasion, requested from a competitor information as to the latter's most recent price to a specific customer for specific corrugated containers, and usually—not always—the information was furnished[2] (*e.g.*, F. 117, 118). The need for such price communication arose from the fact that there are no published price lists for corrugated containers which are custom made to fit each of the multitude of products shipped in them, *e.g.*, a container for each particular chair must fit exactly or it will scuff the surface (F. 5). The government agreed to a finding that in order to compete effectively in this industry, each defendant had a vital need for information as to the price alternatives available to its customer or a prospective customer (F. 19 (a); D.P.F. 25(a)).

Usually such information was obtained from the defendant's own records of its past sales to the customer or from the customer itself, as secret or closed bidding was not the practice of the industry; and purchasing agents, after receiving a price from one defendant, often solicited other defendants to meet or beat that price, which they did (F. 19, 29). On infrequent occasions, price information was requested from another defendant to verify the accuracy

---

[2] The right to cooperate in gathering and disseminating such information was expressly recognized in a 1940 consent decree in this industry (F. 44).

of a not-always-truthful purchasing agent's report of a competitor's lower price or as an aid in making informed pricing and marketing decisions (F. 30 and *e.g.*, F. 69).

From the single fact of such communications the government asked the district court to infer not only an agreement among the defendants to exchange price information,[3] but also that the agreement had the purpose and effect of restraining price competition by maintaining substantially identical price quotations to specific customers or minimizing the amount of any price reductions to be offered to such customers.

It was flatly conceded by the government (Transcript of Conference with Attorneys, Dec. 20, 1965, pp. 36, 46) that it could not succeed merely by proving an agreement to furnish price information upon request, as such an agreement would not violate the antitrust laws, and that the government's case depended upon further proof of an agreement to restrict price competition.[4]

---

[3] For semantic advantage, the government uses the term "exchange" of price information, although there is no evidence, and indeed no claim, that any defendant requesting past price information from a competitor ever advised that competitor as to the price which he (the requesting party) had charged or quoted or intended to charge or quote.

[4] As part of a stipulation by which the defendants agreed to limit their proof at trial, the government stipulated what it was contending:

> "The plaintiff does not contend that the facts contained in the record to be submitted as the plaintiff's affirmative case evidence an express agreement to exchange price information or to restrict competition. However, the plaintiff contends that from the facts contained in such record the Court may infer an agreement to exchange information as to the most recent quoted price for corrugated containers and that from such agreement, together with such facts, the Court may infer an agreement to restrict competition." (DX-1, p. 3)

The district court held that the government had failed to prove facts from which an agreement to furnish price information could be inferred (J.S. 128). Relying on stipulated facts and agreed findings, the court found: Each defendant was at all times free to request or furnish, or not request or furnish, information as to prices for corrugated containers, and whether to request or furnish such information was the individual decision of each defendant. The extent and frequency with which such information was requested or furnished varied among the defendants, and the information was not always furnished. Such price communication was infrequent,[5] and at various times some defendants discontinued the practice altogether. There was also lack of uniformity in the substance and scope of the information furnished.[6] (J.S. 110-11)

The government's argument below as to purpose and effect, as here, was that when a defendant obtained from another manufacturer information as to the latter's most recent price to a particular customer, competition was necessarily restricted because this information would permit the defendant to quote an identical price or, if it chose to cut the price (and there is not even a suggestion in the

---

[5] For example, one defendant, International Paper, had only two to twelve telephone calls a month, including both requests for information and answering requests of others, while at the same time its salesmen were averaging 1,800 to 2,000 calls per month on customers and prospective customers (F. 158, 159).

[6] For example, defendants Carolina (F. 99), Dixie of North Carolina (F. 135), Inland (F. 151(g)), Owens-Illinois (F. 212), St. Joe (F. 226), St. Regis (F. 242), Tri-State (F. 255) and Weyerhaeuser (F. 293) furnished price information only with respect to completed sales. Others sometimes furnished information as to prices quoted to a customer, but only after the quotation was in the customer's hands (*e.g.*, F. 121).

evidence that there was any understanding that the price would not be cut), to minimize the extent of the price cut.

The government states the essence of its claim as follows: "Although the prices ultimately quoted reflected the individual decisions of each defendant, these decisions inevitably were influenced by the defendants' awareness of each other's most recent price quotations . . ." (J.S. 20). From this premise the government argued that the purpose and effect were unlawful when the information was received from a competitor, even though it had agreed to findings that each defendant's purpose was "to aid it in making informed pricing and marketing decisions" (*e.g.*, F. 76; D.P.F. A-12).

The district court found its answer to the government's argument from the undisputed facts and agreed findings, including the following:

a. Each defendant used price information obtained from a competitor in exactly the same way as similar information much more frequently obtained from the customer itself (*e.g.*, F. 91; see also F. 28).

b. "In deciding whether to seek a particular order from a particular customer, or whether to offer to sell a particular container, and in determining the price to be charged or quoted, each defendant exercises its own business judgment", taking into account many factors other than the competitor's past price, including its own cost estimates, its production load or the existence of idle machine time, general market conditions, and a host of other factors (F. 22; D.P.F. 28).

c. No defendant furnished any competitor any price information except in response to a specific request (F. 31; D.P.F. 37).

d. The corrugated container industry was "highly competitive" (F. 16; D.P.F. 22) and characterized by "vigorous and continuous" and "unrestricted" price competition (J.S. 127; F. 19).

e. Each defendant felt free to cut a past price received from a competitor (F. 37),[7] and there was no agreement or understanding with respect to any price to be charged or quoted to any customer, irrespective of whether or not price information had been requested from or furnished by another defendant (F. 38).

f. "[I]n all instances the determination as to the price to be charged or quoted was its [each defendant's] individual decision" (F. 28; D.P.F. 34).

g. Every purchaser of corrugated containers had numerous sources of supply, both actual and potential. Customers generally did not shift suppliers except when offered a better price, and customers frequently did shift all or part of their business from one supplier to another (F. 17, 18; D.P.F. 23).

The government presented no evidence of any price ever charged any customer by any defendant. The defendants put in evidence over 1,000 contemporary business records, stipulated to be a representative sample of their files, which demonstrated vigorous price competition and price cutting with respect to thousands of transactions involving hundreds of customers (F. 19). This docu-

---

[7] A price cut by one defendant often led to further cuts by other defendants (F. 19 (f)).

mentary evidence also established that purchasers freely furnished suppliers information as to price alternatives available to them in order to stimulate even greater price competition, and that the information had precisely that effect (see, *e.g.*, DX-250, 272, 283, 1000-08).

The defendants also adduced statistical evidence on this score (DX-5), which is charted in Defendants' Exhibit 6. A glance at these charts, based wholly on stipulated facts, will dispel any speculation that prices were stable or uniform; on the contrary, the statistics and charts demonstrate the most active price competition:

a. The long-term trend of corrugated container prices was downward, while costs and price levels generally were rising (F. 15).

b. The prices of each defendant varied continuously, with no parallel in the price trends of the various defendants. As the district court found, the statistics demonstrate the absence of any general uniformity, harmony, stability or parallelism in prices, and price trends varied widely among the several defendants both as to direction and as to degree (F. 21).

c. The statistics and charts showed gains and losses of accounts for 14 of the defendants for the three latest years of the alleged conspiracy. A typical example is the experience of Container Corporation (F. 18(a)), which in 1960 had 3,132 customers. Of these, 1,209 had bought nothing from Container in 1959 and, by stipulation, these customers can be presumed to have been taken from competitors as a result of price cutting (F. 17). Moreover, 1,210 of Container's 1960 customers bought nothing from that

company in 1961, again presumably because of price cutting by competitors, as customers do not shift suppliers except on the basis of lower price.

Long before trial, the government was given the names of each of defendants' more than 10,000 customers of corrugated containers in the Southeastern United States (F. 20). The fact that not one was called as a witness by the government should preclude the government's unsupported speculation here as to what customers believed or thought or wanted.

The Question Presented

The question actually presented is solely one of the correct interpretation of the particular evidence in this case: Was the district court so clearly wrong, in finding that the circumstantial evidence relied upon by the government was inadequate to prove an agreement, combination or conspiracy to restrain commerce, that this Court should give the matter plenary consideration?

No question of substantive law is presented. The district court, fully understanding every proposition of law for which authority is cited in the Jurisdictional Statement, announced no novel doctrine of law; it merely made a straightforward application to the unique facts of this case of settled principles in this Court's prior decisions.[8]

[8] In its Jurisdictional Statement the government cites several familiar decisions of this Court, *United States* v. *General Motors Corp.*, 384 U.S. 127 (J.S. 13, 20, 25); *United States* v. *Socony-Vacuum Oil Co.*, 310 U.S. 150 (J.S. 13, 16, 20, 25); *Interstate Circuit, Inc.* v. *United States*, 306 U.S. 208 (J.S. 15); *United States* v. *Singer Manufacturing Co.*, 374 U.S. 174 (J.S. 17); and *United States* v. *Parke, Davis & Co.*, 362 U.S. 29 (J.S. 17). The defendants fully accept these authorities. The point is that the district court properly evaluated the evidence at bar as falling outside the rule of those cases.

Argument

Unless the requirement of a substantial question is to be dispensed with or satisfied merely by the government's unhappiness with a district court's fact-finding, this case is not worthy of plenary review. Because most of the findings were agreed to by the parties, and the remainder were based on stipulated evidence, it would take a most unusual review *de novo* for this Court to formulate new findings to accommodate the government's wholly theoretical argument, particularly since the government offered no evidence in support of the suppositions and hypotheses which are indispensable to the arguments made in the Jurisdictional Statement.

In essence, the government's legal argument is that the occasional furnishing of market information, in the circumstances of the unusual facts here, is illegal because it permits the recipient to make its admittedly independent marketing and pricing decisions on the basis of more accurate information as to past competitive prices (J.S. 20).

The government's argument was made and rejected in *Maple Flooring Mfgrs. Assn.* v. *United States,* 268 U. S. 563 and *Cement Mfgrs. Protective Assn.* v. *United States,* 268 U.S. 588, which distinguished the earlier decisions in *American Column & Lumber Co.* v. *United States,* 257 U. S. 377 and *United States* v. *American Linseed Oil Co.,* 262 U. S. 371, upon which the government relies here. (See the district court's discussion of these cases at J.S. 115-27.)

The decision of the district court was simply this: The infrequent furnishing of past price information to a com-

petitor, on the latter's request, with each party concededly making every price decision freely and in the exercise of its own discretion, comes within the rationale of *Maple Flooring,* where this Court said:

> "Competition does not become less free merely because the conduct of commercial operations becomes more intelligent through the free distribution of knowledge of all the essential factors entering into the commercial transaction. . . . Restraint upon free competition begins when improper use is made of that information through any concerted action which operates to restrain the freedom of action of those who buy and sell.
>
> "It was not the purpose or the intent of the Sherman Anti-Trust Law to inhibit the intelligent conduct of business operations, . . . enlightened by accurate information as to the essential elements of the economics of a trade or business, however gathered or disseminated." (268 U. S. at 583-84)

The district court also found that *Cement Manufacturers, supra,* supported defendants' position (J.S. 124-27). There, the gathering of information as to the price of cement sold on specific job contracts was held not to be illegal, because the association members were left free to make their own decisions. That case is particularly applicable to the conduct here of obtaining price information to verify reports from purchasing agents, who sometimes furnished suppliers with incomplete, inaccurate or misleading information as to a competitor's price (F. 30); *Cement Manufacturers* held that "the gathering and dissemination of information which will enable sellers to prevent the perpetration of fraud upon them, which information they are

free to act upon or not as they choose, cannot be held to be an unlawful restraint upon commerce . . ." (268 U. S. at 603-04).

The government cites *Interstate Circuit, Inc.* v. *United States*, 306 U. S. 208, but the government's present "parallel business practices" argument was rejected by this Court in the later case of *Theatre Enterprises, Inc.* v. *Paramount Film Distributing Corp.*, 346 U. S. 537, which dealt specifically with the question whether parallel conduct, as such, constituted combination and conspiracy under the Sherman Act, and held that it did not. *A fortiori*, this is so in the case at bar, where the conduct of the defendants was not parallel at all. And the independent self-interest which the government sees (J.S. 15) in the behavior of the defendants in *Theatre Enterprises* is found here in the agreed fact that in order to compete effectively for the purchaser's business each supplier vitally needed information as to that purchaser's price alternatives (F. 19(a); D.P.F. 25(a)).

It does not suffice for the government to refer to fragments of evidence relating to a few different defendants as though the whole related to each of the 18 defendants. In fact, as would be expected in an industry where past price information had occasionally been furnished on request for many years in reliance upon the 1940 consent decree (F. 43), the record actually contains a variety of entirely proper reasons for furnishing such information, no one of which is "completely irrational" as the government suggests.[9] Moreover, the government agreed that

[9] *E.g.*, some of the defendants, not all, "believed" they could not get information or that it was "unlikely" they could get information from a competitor on other occasions unless they usually furnished it; but to others, being asked the information gives "an insight as to who is actively competing for this particular piece

each pricing official of each defendant considered that he could request or furnish information or not request or furnish information, and whether or not to do so was his individual decision (F. 35; D.P.F. 41).

There is no relevancy of "meetings of competitors" (J.S. 9-10) when the government admits that no agreements were made at such meetings (J.S. 10), and conceded at trial that it had not established that these meetings or any conduct thereat constituted an offense (Tr. 23). The complete irrelevancy of such meetings to the price communications in issue is established by the agreed finding that

> "There is no evidence that any employee of any defendant ever discussed with any employee of any other defendant the desirability of furnishing price information, or the fact that price information had been or was being communicated, or the frequency of such communication, or the requesting or failure to request such information, or the method of communicating, or the action to be taken or not to be taken with respect to any such information." (F. 34; D.P.F. 40)

The government asserts (J.S. 13) that the effect of price communication was to "eliminate the element of uncertainty . . . that can undermine . . . uniform pricing," and

---

of business" (CX-4, p. 123; CX-5, p. 287); or the information is furnished since it is routinely available from the customer (F. 19(b)); or the information is furnished out of the conviction that a buyer should not be able to perpetrate a fraud on his seller by deliberately giving out inaccurate or misleading information (CX-6, pp. 501-02). On these facts, and the relevant findings summarized by the district court (J.S. 109-11), the court concluded that any "implied understanding" or "expectation" (J.S. 109) did not constitute an agreement to furnish price information (J.S. 109).

thus to reduce price competition; yet the government offered no evidence of any uniform prices to any customer at any time, and the proof is that the element of uncertainty clearly did exist.[10] In fact, the government agreed that "in many instances" a defendant obtaining information as to another defendant's most recent price to a specific customer quoted a lower price irrespective of whether the source of its information had been the purchaser or another supplier (F. 28; D.P.F. 34). The district court also found that, after obtaining information as to a competitor's price, defendants "often reduced their prices", whereas "[a]bsent such price information, [defendants] often quoted prices higher than those recently charged or quoted by other suppliers" (F. 19(d), (e)).

The Jurisdictional Statement does not help its argument by ascribing to the district court a view that there was "cooperative and reciprocal action between and among competitors for the purpose of stabilizing prices" (J.S. 20), when the district court made it clear by its statement and by its findings and conclusions that it was stating the government's argument, which it thereupon rejected as

[10] It was stipulated that, as would be expected, a defendant regularly supplying a customer would "usually"—not always—price an order from that customer for additional containers on the same basis as the last previous order (F. 23). It was also stipulated that prices were subject to change whenever there was a change in any competitive or other market factor or condition (F. 23) and the evidence is that prices in fact frequently changed (F. 19, 21). Thus, receipt of information as to a past price, or even a recent quotation, gave no assurance that the competitor giving the information was currently asking that same price, or would do so in the future. The district court concluded that the evidence showed an absence of any general uniformity, harmony, stability or parallelism in prices and that price trends varied widely among the defendants both as to direction and as to degree (F. 21).

unsupported in fact (J.S. 113, 128).[11] It does not help the government to speculate on how customers might have testified (J.S. 17 n.12, 18, 22, 23), when it elected to call none as a witness. Nor does it help to assert, without citation and contrary to the evidence, that price cuts were "slight and occasional" or that there was "an artificially high price structure for the industry as a whole" (J.S. 14).

It is significant that the Jurisdictional Statement does not directly attack the findings of the district court. It does, however, nibble around the edges of some of the findings, and offers undocumented speculation that prices may have been above "competitive levels" and that the conduct of the defendants may have in fact limited or reduced price competition.

Neither rhetoric, speculation, nor unsupported assertions can obscure the controlling facts: that "in all instances the determination as to the price to be charged or quoted was its [each defendant's] individual decision" (F. 28); that "each defendant felt free to cut a most recent price received from a competitor" (F. 37); that a defendant "requested price information from other defendants in order to aid it in making informed pricing and marketing decisions" and that "Price information received . . . was taken into account and utilized . . . in individually determining the prices to be charged or quoted by it in the same manner, to the same extent, and with the same effect as price information which is usually and ordinarily received from

[11] The same is true as to the assertions (J.S. 9, 21) of a purpose to stabilize prices and minimize price competition, for the government offered no evidence of stabilized prices or minimized competition to contradict the overwhelming evidence of vigorous competition and unstable prices.

purchasers . . ." (F. 76, *see also* F. 91, 102, 110, 123, 141, 151(d), 169, 189(b), 202, 214, 229, 244, 256, 268, 281, 295). Prices were not stabilized. There was no price uniformity. Price cutting was common. (F. 18, 19(f), 21)

Conclusion

The decision below was clearly correct, and it is manifest that the question on which the decision of this cause depends is so unsubstantial as not to need further consideration. Accordingly, the judgment of the district court of August 31, 1967 should be affirmed.

Dated: April 4, 1968.

Respectfully submitted,

WHITNEY NORTH SEYMOUR
WILLIAM J. MANNING
120 Broadway
New York, New York 10005
Attorneys for Container Corporation of America

SIMPSON THACHER & BARTLETT
Of Counsel

JOSEPH C. CARTER, JR.
700 East Main Street
Richmond, Virginia 23212
Attorney for Albemarle Paper Manufacturing Company and Miller Container Corporation

HUNTON, WILLIAMS, GAY,
POWELL & GIBSON
Of Counsel

W. P. SANDRIDGE
W. F. WOMBLE
Drawer No. 84
Winston-Salem, North Carolina
27102
Attorneys for Carolina
Container Company

WOMBLE, CARLYLE, SANDRIDGE
& RICE
Of Counsel

HELMER R. JOHNSON
CHARLES E. LEWIS
1 Chase Manhattan Plaza
New York, New York 10005
Attorneys for Continental
Can Company, Inc.

WILLKIE FARR & GALLAGHER
Of Counsel

HOWARD T. MILMAN
ROBERT D. KRUMME
48 Wall Street
New York, New York 10005
Attorneys for Crown
Zellerbach Corporation

SULLIVAN & CROMWELL
Of Counsel

DAVID J. MAYS
JOHN W. EDMONDS III
1200 Ross Building
Richmond, Virginia 23219
Attorneys for Dixie Container
Corporation and Dixie Container
Corporation of North Carolina

MAYS, VALENTINE, DAVENPORT
& MOORE
Of Counsel

ALAN W. BOYD
LOUIS A. HIGHMARK
1313 Merchants Bank Building
Indianapolis, Indiana 46204
Attorneys for Inland Container Corporation

BARNES, HICKAM, PANTZER & BOYD
Of Counsel

LAWRENCE E. WALSH
HENRY L. KING
1 Chase Manhattan Plaza
New York, New York 10005
Attorneys for International Paper Company

DAVIS POLK & WARDWELL
Of Counsel

FORD W. EKEY
JON M. SEBALY
Talbott Tower
Dayton, Ohio 45402
Attorneys for The Mead Corporation

SMITH & SCHNACKE
Of Counsel

FRED E. FULLER
JAMES A. SPRUNK
405 Madison Avenue
Toledo, Ohio 43604
Attorneys for Owens-Illinois Glass Company

FULLER, SENEY, HENRY & HODGE
Of Counsel

RICHARD A. WHITING
ROBERT M. GOOLRICK
1250 Connecticut Avenue
Washington, D. C. 20036
Attorneys for St. Joe Paper Company

STEPTOE & JOHNSON
Of Counsel

HORACE R. LAMB
H. RICHARD WACHTEL
1 Chase Manhattan Plaza
New York, New York 10005
Attorneys for St. Regis Paper Company

LEBOEUF, LAMB, LEIBY
& MACRAE
Of Counsel

JAMES H. EPPS, JR.
JAMES A. WELLER
2101 North Roan Street
Johnson City, Tennessee 37601
Attorneys for Tri-State Container Corporation

EPPS, POWELL, WELLER,
TAYLOR AND MILLER
Of Counsel

JAMES R. WITHROW, JR.
2 Wall Street
New York, New York 10005
Attorney for Union Bag-Camp Paper Company

DONOVAN LEISURE NEWTON
& IRVINE
Of Counsel

E. NOBLES LOWE
299 Park Avenue
New York, New York 10017
Attorney for West Virginia Pulp and Paper Company.

FRED B. HELMS
800 North Carolina National Bank Building
Charlotte, North Carolina 28202
Attorney for Weyerhaeuser Company

HELMS, MULLISS, MCMILLAN & JOHNSTON
Of Counsel